



BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

February 24, 2003

TN REGULATORY AUTHORITY
DOCKET ROOM

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Momentum Business Solutions Letter Complaint*
Docket No. 03-00038

Dear Chairman Kyle:

At the request of the Staff, following is a response to the two complaint letters Momentum Business Solutions, Inc. ("Momentum") filed with the Authority on January 16, 2003. The first letter alleged that BellSouth disconnected Momentum's access to LENS without notice and without justification. Momentum further claimed that, as a result, it paid BellSouth "the amount which was not owed" in order to have LENS access restored. This letter sought "emergency relief" from the Authority. The second letter, sent the same day, acknowledged that BellSouth had restored access to the LENS system. Momentum claimed in the second letter that it had paid "100% of undisputed bills and has filed good faith disputes in accordance with the interconnection agreement...".

BellSouth wishes to set the record straight. First, Momentum failed to provide BellSouth copies of either of its January 16 letters to the Authority until January 24, 2003, which was after the matter had been put on the TRA's agenda. Second, contrary to Momentum's claims, BellSouth did provide written notice to Momentum prior to taking action with respect to LENS access. A copy of BellSouth's written notice of December 24, 2002 to Momentum is attached as Exhibit 1. Third, at that Agenda Conference, the parties agreed LENS access had been restored prior to the Agenda Conference based on a partial payment made by Momentum to BellSouth. Counsel for both parties agreed that there was no emergency and that the Authority need take no action. Both parties further agreed to proceed to resolve the matter in accordance with the billing dispute resolution provisions in their interconnection agreement.

On January 23, 2003, BellSouth sent a letter to Momentum designating a representative from BellSouth to negotiate with Momentum regarding the dispute. A copy of that letter is attached as Exhibit 2. This letter was a response to Momentum's letter of January 16, 2003 requesting that BellSouth appoint a designated representative with authority to negotiate a resolution to the dispute. A copy of this letter is attached as Exhibit 3. Momentum's letter to BellSouth was not copied to the Authority, although it was dated the same day as Momentum's letters that were filed with the Authority, as described above. The January 16, 2003 letter to BellSouth enclosed a check payable to BellSouth in the amount of \$167,830.90. That letter stated that "it is worth mentioning that this is the third different amount that BellSouth has demanded from us today." What Momentum failed to mention was that BellSouth agreed to accept a lesser amount than originally demanded in order to restore LENS access. This demonstrates BellSouth's good faith efforts to address Momentum's concerns. Obviously, it is inappropriate for a party to "dispute" all amounts owed in an attempt to avoid payments that are not legitimately in dispute. The interconnection agreement defines a billing dispute as a

... reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include refusal to pay or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved.

(See Section 2.2 of Attachment 7 at p. 7)

BellSouth continues to believe that there are substantial sums owing BellSouth which have not been paid or properly disputed in accordance with the terms of the interconnection agreement. However, BellSouth is continuing to work with Momentum in an effort to resolve these disputes by agreement.

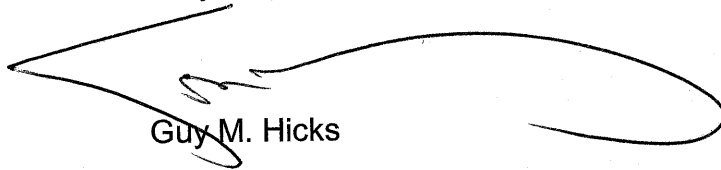
It is also worth noting that Momentum chose to apply its January 16, 2003 payment of \$167,830.90 to BellSouth accounts owed in states other than Tennessee. Presumably, Momentum thought that its "emergency petition" with the TRA would shield it from good faith collection efforts by BellSouth in Tennessee, but not in the other states.

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In summary, BellSouth denies the claims set forth in Momentum's two letters to the Authority dated January 16, 2003. BellSouth is willing to continue working with Momentum to resolve the matter in a manner consistent with the terms of the parties' interconnection agreement.

Copies of the enclosed are being provided to counsel for Momentum.

Very truly yours,

A handwritten signature in black ink, appearing to read "Guy M. Hicks", with a large, sweeping loop at the end.

Guy M. Hicks

GMH:ch
cc: Mr. Claude Morton
Mr. Henry Walker, Esquire



December 24, 2002

MOMENTUM BUSINESS
BILLING CONTACT
2090 COLUMBIANA RD
SUITE 3000
BIRMINGHAM, AL 35216

PLEASE REMIT PAYMENT TO:
BellSouth Payment Remittance Office
P.O. Box 105373
Atlanta, Georgia 30348-5373

OVERNIGHT MAIL:
BellSouth Payment Remittance Office
250 Williams Street
Suite 5020 West
Atlanta, Georgia 30348-5373

TO: BILLING CONTACT

Our records indicate that as of December 24, 2002 we
have not received payment of \$298,664.51. A breakdown
of the past due charges is as follows:

(205) Q93-2436	\$83,245.89	
(601) Q93-2436	\$24,989.71	
(615) Q93-2436	\$112,327.01	
(704) Q93-2436	\$49,788.85	
(803) Q93-2436		\$28,313.05

(If this amount is not received by January 8, 2003,
requests for additional service will be refused.)

Your end users' service will be interrupted unless
payment is received by January 23, 2003.



If your end users' service is interrupted for non-payment a restoral fee will apply for each end user account upon restoral of service. This may be the only written notification you receive. In addition, further notice may not be given before discontinuing service if a check is dishonored.

If you have paid your bill since this notice was prepared, please accept our thanks and disregard this notice.

If you have any questions, please call 1-800-823-2455.

Account Representative

Parkey D. Jordan
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0794
Facsimile: 404-658-9022

January 23, 2003

VIA FEDERAL EXPRESS

David M. Benck, Esq.
Momentum Business Solutions, Inc.
2090 Columbiana Road - Suite 3000
Birmingham, AL 35216

Re: Momentum Business Solutions, Inc. ("Momentum") Billing Dispute

Dear Mr. Benck:

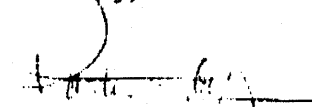
Your January 16, 2003 letter has been forwarded to me for response. I understand that there is a dispute between Momentum and BellSouth regarding certain billed amounts. While we disagree with your characterization of events and with your assertion of BellSouth's breach of the Interconnection Agreement between the parties, we certainly hope to reach an amicable settlement with Momentum.

Claude Morton, Senior Staff Manager, will be BellSouth's designated representative to negotiate with Momentum regarding this dispute. Mr. Morton can be reached at:

1 Chase Corporate Center
Suite 300
Birmingham, AL 35244
205-714-7385

Please contact Mr. Morton to schedule a time to commence discussions. We look forward to hearing from you.

Sincerely,


Parkey D. Jordan

cc: Mr. Claude Morton
Ms. Nicole Bracy

Exhibit 2

David M. Benck, Esq.
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January 23, 2003

Bcc: Guy Hicks, Esq.



January 16, 2003

BellSouth Telecommunications Corporation
Chase Corporate Center
Suite 300
Birmingham, Alabama

Via hand delivery

Invoice

Dear Sir or Madam:

Attached please find a check made payable to BellSouth in the amount of \$167,830.90. This amount represents the amount BellSouth is requiring us to pay in order to have all access restored. It is worth mentioning that this is the third different amount that BellSouth has demanded from us today.

Momentum Business Solutions, Inc. ("Momentum") disputes that the above amount is owed and is paying the amount under duress. Momentum has validly disputed or paid 100% of all BellSouth invoices. Momentum is paying this amount but reserves all legal rights relative to this dispute, including the right to dispute the same sums on future billings.

BellSouth has breached the Interconnection Agreement in numerous means and extorted the above sum from Momentum Business Solutions. Momentum has suffered damages as a result of the breach. Please accept this letter as our written request that BellSouth appoint within ten (10) calendar days after receipt of this notice, a designated representative who has authority to settle the dispute and negotiate in good faith in an effort to resolve such Dispute.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. Benck", is written over a horizontal line.

David M. Benck

Cc: BellSouth Telecommunications, Inc.
General Attorney - COU
Suite 4300675 W. Peachtree Street, NE
Atlanta, Georgia 30375-0001

01/23/03 16:05

NO.551 P005/005

BellSouth Local Contract Manager
600 North 19th Street
Birmingham, Alabama 35203